

WENATCHEE SMALL WORKS ROSTER GENERAL CONDITIONS

The following General Conditions are made part of the Contract with the City of Wenatchee ("City") and the Contractors for Small Works Roster projects awarded by the City.

1. **WARRANTY**: The Contractor warrants to the City the work and all component parts thereof provided for under a contract (the "Contract") for a Project (the "Work"), shall perform and operate for the purpose(s) specified, shall be new and free from defects in material and workmanship, shall meet all applicable specifications, including those relating to performance contained in the Contract, and that the Work shall be performed in a competent manner in accordance with accepted professional standards. The foregoing warranties shall apply to defects or deficiencies occurring within a period of one (1) year from the date of final acceptance of the Work.

If the Work does not meet the warranties specified above, the Contractor, within a reasonable time after receipt of written notice from the City, shall correct any defect so specified, at the Contractor's cost. In the event the Contractor fails to remedy any such defect in a timely manner, the City may undertake such remedy as it deems reasonably necessary and the Contractor shall bear all costs reasonably associated with said remedial action by the City.

Neither the final payment, nor partial or entire use of the Work by the City, shall relieve the Contractor of liability with respect of the warranties referred to in this contract or any other warranties expressed or implied. The warranty provided herein is in addition to, and not in lieu of, any other guarantee and/or warranties, rights or remedies and shall not in any way limit the same.

2. **ASSUMPTION OF LIABILITY**: The Contractor will indemnify and hold harmless the City and any and all of the City's officers' principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the City or said other indemnity may be put or subject by reason of any act, action, neglect, omission, or default by the Contractor or any of the Contractor's or subcontractor's officers, principals, agents or employees, arising from or relating to the Work, specifically including any liability or alleged liability of any indemnities that may arise from injury or loss suffered by any employee of the Contractor or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. This section shall not apply where such injury or loss is solely caused by the negligence of the indemnities. With regard to any claim based on the concurrent negligence of the Contractor, and the Contractor's agents or employees, and the City, the Contractor's liability under this section shall apply to the full extent of the negligence of the Contractor, and the Contractor's agents or employees.
3. **SUBCONTRACTS**: The Contractor shall provide names of any subcontractor used for this "Work."
4. **ASSIGNMENT**: The Contractor shall not assign the rights under this project contract for the Work or any part thereof without the advanced written approval of the City.
5. **TIME FOR COMPLETION**: The Contractor shall complete the work to the reasonable satisfaction of the City, free of all claims, liens and charges, within the contract time specified.
6. **CONDITIONS OF WORK**: By submitting a proposal in response to the City's solution for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself of all conditions relating to the Work involved for completing the Work. In prosecuting Work the Contractor shall employ such methods or means as will not interfere or interrupt the work of the City or its agents, employees or contractors.
7. **PREVAILING WAGES**: The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits. The Contractor shall also comply with all applicable provisions of WAC Chapter 296-127. Note changes made to WAC chapter 296-127-018 including coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials. The prevailing wages in effect at the time of proposal for the Work are included in this solicitation for quotations. The Contractor may also determine the prevailing wages in effect by contacting the Washington Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, (360) 902-5335.

8. **PAYMENT AND RETAINAGE:** The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. The city will retain 5% of each payment owed to the contractor in accordance with RCW 60.28 except as provided in RCW 60.28.11 (1)(b) relating to Federal Transportation Funding. Retainage will be released in accordance with RCW 60.28.011.
9. **PAYMENT AND PERFORMANCE BOND:** The Contractor must provide the City with a payment and performance bond in the amount of the bid before the contractor will be issued a notice to proceed. The Payment and Performance Bond shall be in a form acceptable to the City. For contracts of \$35,000 or less, the Contractor has the option to have additional retainage withheld in lieu of a payment and performance bond. In this event, 50% of the monies owed shall be retained for 30 days after final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under RCW chapter 60.28, whichever is later.
10. **CONTRACTOR'S RESPONSIBILITY:** The Contractor will prosecute the Work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the Work at his own risk until the same is fully completed and accepted, and shall, in the case of any accident, destruction or injury to the Work
11. **INSURANCE:** The Contractor shall, at its expense, provide for the payment of workers compensation benefits to their employees and/or to their dependents employed on or in connection with the Work, in accordance with the laws of the state of Washington. The Contractor shall also, at their expense, provide for minimum insurance coverage as follows: general liability in the amount of \$1,000,000 and employer's liability providing bodily injury and property damage liability in the amount of \$1,000,000. A certificate of insurance reflecting this coverage and amounts shall be provided to the City prior to the Contractor beginning the prosecution of the Work. This insurance shall be in effect prior to performing any Work under the Contract and shall remain in effect for the duration of the Work covered by the Notice to Proceed. Additional insurance requirements or conditions may be added to the order by addendum and the City, at its discretion, may require the Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the City or any third party.
12. **INSURANCE CERTIFICATE:** The successful contractor will be required to submit an updated insurance certificate, meeting the requirements specified in the general conditions, along with the signed contract. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30-day prior written notice to the Contracting Agency of any cancellation or reduction of coverage. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.
13. **SAFETY:** The Contractor and his subcontractors shall take all safety precautions and furnish and install the guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work.
14. **APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws and regulations, which are deemed to be incorporated into this Contract. This Contract shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Contract shall be in Chelan County Superior Court. In the event of litigation to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.
15. **MATERIAL SAFETY DATA SHEETS:** The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products.

THE CONTRACTOR, BY SIGNING THESE GENERAL CONDITIONS, AGREES TO THESE TERMS AND CONDITIONS. THIS CONTRACT DOCUMENT MUST BE SIGNED AND RETURNED TO THE CITY OF WENATCHEE WITH THE CONTRACTOR'S PROPOSAL FOR THIS WORK.

These General Conditions are agreed to by _____
Company Name

By _____
Signature of Authorized Representative Date